

**AGREEMENT WITH THE SIXTH JUDICIAL CIRCUIT
FOR DRUG COURT EXPANSION PROGRAM
IN PINELLAS COUNTY, FLORIDA**

This agreement (“Agreement”) is entered into by and between the Sixth Judicial Circuit, in and for Pasco and Pinellas Counties, Florida, (“Court”) and Pinellas County, a political subdivision of the State of Florida (“County”).

On December 8, 2009, the Chief Judge of the Sixth Judicial Circuit entered Administrative Order 2009-074 PI-CIR, which established a post-adjudicatory drug court expansion program (“Drug Court Expansion Program”) in Pinellas County in accordance with sections 397.334, 948.01, and 948.06, Florida Statutes. The Court directly partners with the County to assist in acquiring and maintaining services that are necessary for Drug Court operation. Under this partnership, the County maintains contracts with local treatment providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders in the Drug Court Expansion Program.

On July 1, 2017, the Court expects to receive an appropriation of general revenue funds from the Florida Legislature (“Legislative Funds”) for prison-bound offenders in post-adjudicatory drug court, including residential treatment services. The purpose of this Agreement is to transfer the Legislative Funds from the Court to the County to fund the treatment providers under contract with the County. In consideration of the mutual covenants and provisions contained herein, the Court and County agree as follows:

SCOPE OF SERVICES

1. From the Legislative Funds, the Court will reimburse the County for payment of services provided to the offenders in the Drug Court Expansion Program in Pinellas County for the period of July 1, 2017 through June 30, 2018, including expenditures for personnel in the County’s Office of Justice Coordination for administration of the Legislative Funds. The total amount of reimbursement for treatment services and personnel expenditures during the contract period shall not exceed \$599,928.00 and is contingent on the availability of funds appropriated by the Florida Legislature and the Court’s approval of a budget. The Parties agree that the provision of these funds by the Court to the County is intended solely to provide the County with resources to fund treatment providers for the Drug Court Expansion Program and it will not give the Court any role in the County’s contractual relationships with treatment providers. The Court will continue to determine offender eligibility in accordance with state law. Under the funding partnership:

- a. The County agrees to incorporate accountable contractual requirements as provided by the Courts into a Request for Proposal (RFP) for services effective in FY2018 including a detailed overview of services, a service delivery plan, compliance to monitoring standards, detailed reporting standards, and detailed penalties in effective for failure to deliver outlined services. These contractual requirements are attached as Appendix A to this Agreement.
- b. The Court agrees to review and approve the program RFP document prior to release for public proposals.

- c. The Court agrees to participate in the selection process as a result of the RFP to effectively rank and select service delivery providers.
- d. The Court agrees to assist the County in compliance monitoring to include, but not limited to, reporting on service failures, service delivery concerns, and ongoing service levels.
- e. In the event that State funds are withheld from the County for previously paid invoices, and reimbursement or withholding is not able to occur from the service provider, the Court agrees to reimburse the difference from Pinellas County appropriated general fund dollars for Division N to ensure budget neutrality.

2. The County will provide or contract with service providers to provide licensed substance abuse treatment, drug testing, and ancillary services for adult offenders who are deemed eligible for the Drug Court Expansion Program pursuant to sections 397.334, 948.01, and 948.06, Florida Statutes, Sixth Judicial Circuit Administrative Order 2016-11 PI-CIR, and any subsequent Administrative Orders. Offenders shall be provided with all needed services identified, contingent upon those services being available in the community.

3. Services may include outpatient and residential treatment for substance abuse and mental health disorders for the offender pursuant to an evidence-based assessment conducted by the treatment provider to determine the most appropriate treatment modality. Treatment services may also include, but are not limited to, costs for assessments, case management, operating expenses, and educational materials for staff. Ancillary services for offenders may include, but are not limited to, bus passes, transitional housing, educational materials and services, and employment assistance.

BUDGET AND INVOICING PROCEDURES

4. The Court will develop a budget for the provision of treatment provider services. The budget must be established before any Legislative Funds are disbursed under this Agreement. Proposed changes to the approved budget must be approved by the Court prior to expenditures being reported and reimbursed by the Court. All service providers are required to report the amount of participant fees or co-pays collected with the total number of participants who have paid such fees or co-pays on a quarterly or monthly basis, to be provided to the Court when requested.

5. Contingent upon the receipt of Legislative Funds by the Court, the County will pay all treatment providers administering services to offenders in the Drug Court Expansion Program prior to reporting the expenditures to the Court for reimbursement. The County will submit monthly invoices to the Sixth Judicial Circuit's Trial Courts Administrator or her designee for review. Invoices will be submitted by the 20th day of the following month for services provided and program expenditures paid by the County for which reimbursement is requested. Final invoices for expenses incurred from July 1, 2017 through June 30, 2018 must be received no later than 30 days after the termination date of this Agreement.

6. Monthly invoices will be reported using the invoice templates included as Appendix B to this Agreement. All invoices must include record of payment with payment date and check number, and a record of type of service or expense claimed, including an invoice with

the number of units, cost per unit, total cost, and number of clients served, if applicable. Salaries and benefits claimed must include a payroll record with the number of hours paid, hourly rate, copies of all timesheets, and the number of clients served by each employee, if applicable.

7. Monthly invoices will be reviewed by the Trial Courts Administrator or her designee for reimbursement from the Legislative Funds. Payments will be made in accordance with section 215.422, Florida Statutes. Only those expenditures included in the approved budget will be reimbursed, unless the expenditure was approved by the Court prior to submission of the invoice pursuant to Paragraph 4. The Court will not reimburse the County for any services rendered prior to the execution date or after the termination date of this Agreement.

8. The County will provide the Court with additional reports for auditing purposes as requested and will comply with the provisions of the Florida Single Audit Act, section 215.97, Florida Statutes, if applicable.

RECORDS MAINTENANCE

9. The County will take all appropriate measures to protect the privacy and confidential information obtained or created by the County during the course of its performance under this Agreement. All treatment records and information shall be subject to the confidentiality provisions of 42 U.S.C. § 290dd-2 (HIPPA) and Chapter 397 (Marchman Act).

10. The County will retain and maintain any and all documents, data, or other materials related to this Agreement for four years after final payment has been made under this Agreement and all pending matters have been closed. If an audit, litigation, or other action involving maintenance of the records commences prior to the end of the four year period, the County will maintain the records until the action is resolved.

INSURANCE AND LIABILITY

11. The County will be insured or self-insured pursuant to section 768.28, Florida Statutes. The County will require proof that all service providers are adequately insured to protect the Court from any claims arising under section 768.28, Florida Statutes.

12. The County and Court agree to be responsible for their own acts of negligence, or their respective agents' act of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity by the County or the Court. Nothing herein shall be construed as consent by the County or Court to be sued by third parties in any manner arising out of this Agreement.

CONTACT PERSONS

13. In order to better effectuate this Agreement, the parties have designated the following persons to act as the point of contact:

- a. The Court designates Michelle Ardabili to act as its point of contact.
- b. The County designates Deborah Berry to act as its point of contact.

DISPUTES

14. Should any disputes arise regarding this Agreement or disputes relating to a topic discussed in this Agreement, such disputes shall be resolved by the Court within a reasonable time of receiving written notice of the dispute.

EFFECTIVE DATE

15. This Agreement shall be effective from July 1, 2017 until June 30, 2018, or until legislative funds cease, or until the Parties terminate the Agreement.

ASSIGNMENT/TERMINATION

16. Except as expressly provided by this Agreement, neither party may subcontract, assign, or transfer its rights or obligations under this Agreement without prior written consent of the other party.

17. Each party reserves the right to cancel this Agreement without cause by giving thirty (30) days written notice, or with cause if at any time a party fails to fulfill or abide by any of the terms or conditions specified. Failure of a party to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the non-breaching party.

BACKGROUND CHECKS

18. The County agrees that it will incorporate the following requirements into its agreement(s) with the treatment providers for the Drug Court Expansion Program. The treatment providers will agree that the Court requires criminal history records checks on any staff, employees, or subcontractor staff that has access to confidential information, resources, or facilities operated in whole or in part with funding from this Agreement unless formally waived in writing by the Court's Contract Manager. The treatment provider has the responsibility to pay for any criminal records check required as a part of its normal operations.

19. The criminal history records check must be completed in accordance with sections 394.4572, 408.809 and 435.12, Florida Statutes, within 30 calendar days after the start of employment. A letter certifying that no disqualifying crimes were identified must be submitted to the Court's Contract Manager. If the treatment provider adds additional employees during the term of the Agreement, the names of those staff, employees or subcontractor staff must be provided to the Court's Contract Manager within 7 days of beginning work. The treatment provider shall resubmit updated Criminal History Records Checks certification letters every five (5) years from the prior criminal history records check as long as the Agreement is in force.

20. If any disqualifying crimes are present on the record, the treatment provider agrees to remove the employee from the worksite; terminate the employee's access to confidential information resources, participants, and the participant's family members; and ban the employee from working on services under this contract.

21. During the term of the Agreement, the treatment provider shall report in writing to the Court's Contract Manager, the arrest, charge, or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any staff, employee, or subcontractor assigned to this Agreement within one (1) business day of the treatment provider's knowledge. The notice shall include the treatment provider's name, the staff member's name, and the location and nature of the alleged violation. The Court reserves the right to require the treatment provider to immediately suspend or terminate the staff member's work under this Agreement, and access to confidential information obtained or maintained under this agreement. The treatment provider shall notify the Court within ten (10) calendar days of case disposition.

ENTIRE AGREEMENT

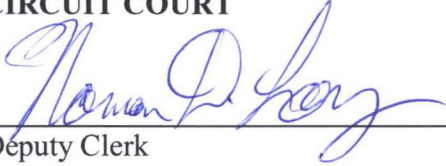
22. This Agreement constitutes the entire agreement between the parties regarding the Drug Court Expansion Program. The Agreement and attachments may only be amended in writing and signed by both parties.

23. Nothing contained in this Agreement changes or preempts any Constitutional or statutory responsibilities of the parties.

ACCORDINGLY, the parties hereto, through their lawful representative(s) hereby enter this Agreement on this 3rd day of August, 2017.

Attest:

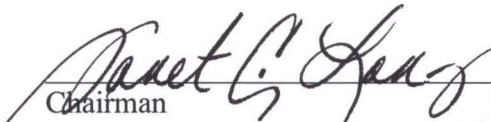
**KEN BURKE, CLERK OF THE
CIRCUIT COURT**



Deputy Clerk

Date: 8-1-17

**PINELLAS COUNTY, FLORIDA acting
by and through its Board of County
Commissioners**



Chairman

Date: 8.1.17

SIXTH JUDICIAL CIRCUIT COURT




Trial Courts Administrator

Date: 8/3/17



APPROVED AS TO FORM

By: 

Office of the County Attorney

Date: _____

Post-Adjudication Adult Drug Court Expansion Appendix A: Scope of Work

PART 1 — GENERAL INFORMATION

Section A –Definitions

“Court” refers to the Sixth Judicial Circuit Court, in and for Pasco and Pinellas Counties, Florida.

“Provider” refers to a qualified, licensed entity, chosen by Pinellas County, providing substance abuse treatment, drug testing, or ancillary services for adult offenders eligible for the Drug Court Expansion Program pursuant to sections 397.334, 948.01, and 948.06, Florida Statutes, Sixth Judicial Circuit Administrative Order 2016-011 PI-CIR, and any subsequent Administrative Orders. The services under this agreement may be provided by a single Provider or by multiple Providers.

PART 2 — WORK REQUIREMENTS

SECTION A – SERVICE AREAS		
ID #	TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINAICAL CONSEQUENCES
1.	Outpatient Drug Court Treatment Services	<p>1.1. DESCRIPTION Pinellas County will contract with a Provider who will provide the following Outpatient Level II and III drug treatment services in both North and South Pinellas County:</p> <p>1.1.1. Group Counseling Services: Counseling services will be available day and night, and will be offered two hours daily, twice weekly, for a minimum of 12 weeks for Outpatient Level II and four times weekly, for a minimum of 12 weeks for Outpatient III.</p> <p>1.1.2. Screenings, Assessments, and Recommendations: Screenings, assessments, and subsequent recommendations, if any, will be provided to the Court.</p> <p>1.1.3. Evaluations: Provider will provide individual treatment and discharge planning and periodic treatment evaluations.</p> <p>1.1.4. Drug Screenings: Provider will give urine drug screenings (UDS) or oral swab drug screenings on a random basis.</p> <p>1.1.5. Referrals: Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate.</p> <p>1.1.6. Self-Help Groups: Provider will encourage clients to participate in community self-help groups such as Narcotics Anonymous and Alcoholics Anonymous. Attendance at these meetings shall not constitute part of the requirement for substance abuse counseling.</p> <p>1.1.7. Court Appearances: Provider will make court appearances as required by the Court.</p> <p>1.1.8. Data and Status Information: Provider will provide client-related data and status information to Adult Drug Court in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.</p> <p>1.1.9. Unspecified Services: Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs 2 and 3 of this Agreement. Submission of a justification document, a request and prior written approval from the Court’s Project Manager are required for these services to be reimbursed under this Agreement.</p> <p>1.2 PERFORMANCE STANDARDS Pinellas County will incorporate the following Performance Standards into its agreement with the Provider:</p> <p>1.2.1 Outpatient services will be provided in accordance with Chapter 65D-30, F.A.C.</p>

		<p>1.2.2 Individual treatment and discharge planning will be made within 30 days of referral by the Court. Treatment evaluations will be made every 30 days while in treatment.</p> <p>1.2.3 Outpatient group counseling services shall be no larger than 20 persons per group.</p> <p>1.2.4 Random drug screening or oral swab drug screening will be given at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court.</p> <p>1.2.5 Provider will notify Adult Drug Court when a client arrives for screening no later than the next drug court judicial review hearing.</p> <p>1.2.6 Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.</p> <p>1.2.7 Provider will provide evaluation recommendations at the next drug court judicial review hearing.</p> <p>1.2.8 Provider will provide Adult Drug Court with reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system.</p> <p>1.2.9 Provider will immediately notify Adult Drug Court of termination, discharge, or elopements, violation of the terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.), and hospitalization or significant disruption of treatment process. Discharge notice shall also be provided to the Department of Corrections.</p> <p>1.2.10 Provider will submit weekly written reports to Court on treatment availability status and size of wait lists.</p> <p>1.3 FINANCIAL CONSEQUENCES Pinellas County's agreement with provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>1.3.1 Outpatient services that do not meet the standards set by Chapter 65D-30, F.A.C., will be considered a material breach of the obligation to provide outpatient services. The Court will refuse to pay any invoices for the outpatient services that do not meet the standards until the breach is cured, require Pinellas County to cancel the contract with Provider and find a new Provider, or both.</p> <p>1.3.2 Outpatient and Medical services appointments not scheduled within 7 business days of the completion of the individual treatment plan will result in a reduction in an amount equal to \$25 for each Participant not scheduled from the invoice reimbursement.</p> <p>1.3.3 If Provider does timely meet the requirements of sections 1.2.5, 1.2.6, 1.2.7, 1.2.8, or 1.2.9 the invoice reimbursement will be reduced by \$25 for each day Provider is late.</p> <p>1.3.4 If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed.</p> <p>1.3.5 If client-related data and status information is not available in the required format, the invoice reimbursement will be reduced by \$25 for each day data is unavailable.</p> <p>1.3.6 If Provider does not timely provide a weekly written report to the Court on treatment availability, the invoice reimbursement will be reduced by \$50 for each missed report.</p>
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2.	Non-secure Residential Drug Court Treatment Services	<p>2.1 <u>DESCRIPTION</u> Pinellas County will contract with a Provider who will provide the following six-month, two-part residential treatment service for each client referred by the Court:</p> <p>2.1.1 Part One: Part one of the treatment service will involve two months of intensive drug treatment where the client remains at the facility 24 hours per day, at least ten hours of treatment per week, and at least one individual and three group counseling sessions per week.</p> <p>2.1.2 Part Two: Part two of the treatment service shall involve four months of employment/re-entry treatment and training where the client resides at the facility. The client must leave the facility for full-time employment, but is required to return each evening for additional services. During part two, each client must also receive at least six hours of treatment per week and at least one individual counseling session and two group sessions per week.</p> <p>2.1.3 Throughout: Throughout the entire six-month program, clients shall receive frequent, random drug testing, consultation or referral arrangements for any mental health, medical, or other social service needs as deemed appropriate, and means of transportation to bring clients to court as needed. Random drug screens shall also be provided for up to 26 weeks thereafter on a frequency basis as ordered by the Court.</p> <p>2.1.4 Court Appearances: Provider will make court appearances as required by the Court.</p> <p>2.1.5 Data and Status Information: Provider will provide client-related data and status information to Adult Drug Court in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.</p> <p>2.1.6 Unspecified Services: Services not identified in this Agreement that will enable the Pinellas County to more effectively meet the objectives stated in Paragraphs 2 and 3 of this Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p> <p>2.2 <u>PERFORMANCE STANDARDS</u> Pinellas County will incorporate the following Performance Standards into its agreement with Provider:</p> <p>2.2.1. All services must meet the standards set by Rule 65D-30, F.A.C.</p> <p>2.2.2. Individual treatment and discharge planning will be made within 30 days of drug court referral. Treatment evaluations will be made every 30 days.</p> <p>2.2.3. Random drug screening or oral swab drug screening will be given at least weekly for multiple drugs during the course of treatment and up to 40 weeks thereafter on a frequency basis as ordered by the Court.</p> <p>2.2.4. Provider will notify Adult Drug Court when a client arrives for screening no later than the next drug court judicial review hearing.</p> <p>2.2.5. Provider will notify Adult Drug Court of the treatment start date no later than the next drug court judicial review hearing.</p> <p>2.2.6. Provider will provide evaluation recommendations at the next drug court judicial review hearing.</p> <p>2.2.7. Provider will provide Adult Drug Court with reports for judicial reviews no later than 48 hours prior to a regularly scheduled judicial review hearing (including attendance, UDS results, treatment progress reports). Reports will be electronically submitted to the drug court via secure connections, which can include direct submission through the drug court's web-based drug court case management system.</p> <p>2.2.8. Provider will immediately notify Adult Drug Court of termination, discharge, or elopements, violation of the terms of treatment (i.e., failed drug screens, missed treatment appointments, etc.), and hospitalization or significant disruption of treatment process.</p> <p>2.2.9. Provider will submit weekly written reports to Court on treatment availability status and size of wait lists.</p>
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		<p>2.3 FINANCIAL CONSEQUENCES Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>2.3.1. Housing that does not meet the standards set by Rule 65D-30, F.A.C. will be considered a material breach of the obligation to provide residential treatment services. The Court will refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, require Pinellas County to cancel the contract with Provider and find a new Provider, or both.</p> <p>2.3.2. If Provider does not timely meet the requirements set out under sections 2.2.4, 2.2.5, 2.2.6, 2.2.7, or 2.2.8, the invoice reimbursement will be reduced by \$25 for each day Provider is late.</p> <p>2.3.3. If Provider fails to make a required court appearance, the invoice reimbursement will be reduced by \$25 for each appearance missed.</p> <p>2.3.4. If client-related data and status information is not available in the required format, the invoice reimbursement will be reduced by \$25 for each day data is unavailable.</p> <p>2.3.5. If Provider does not timely provide a weekly written report to the Court on treatment availability, the invoice reimbursement will be reduced by \$50 for each missed report.</p>
3.	Transitional Housing	<p>3.1 DESCRIPTION Pinellas County will contract with a Provider who will provide the following transitional housing for eligible, prison-diverted clients as referred by the Court:</p> <p>3.1.1. Face-to-Fact Visits: Provider will conduct face-to-face visits with eligible clients for screening/assessment, coordination of services, client registration, and follow-up.</p> <p>3.1.2. Coordination: Provider will coordinate services with Non-adjudicatory Adult Drug Court Expansion partners to meet the needs of participating drug court defendants throughout Pinellas County, Florida.</p> <p>3.1.3. Referrals: Consultation or referral arrangements will be made where psychiatric, medical, or other social services are deemed appropriate.</p> <p>3.1.4. Data and Status Information: Client-related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications.</p> <p>3.1.5. Unspecified Services: Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs 2 and 3 of this Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p> <p>3.2 PERFORMANCE STANDARDS Pinellas County will incorporate the following Performance Standards into its agreement with the Provider:</p> <p>3.2.1. The housing meets the standards set in Rule 65E-4.016, F.A.C.</p> <p>3.2.2. Staff is on-call 24 hours per day, 7 days per week.</p> <p>3.2.3. Staff is on site and has contact with each participant at least once per week. Multiple visits may be required until all residents are contacted.</p> <p>3.2.4. Provider shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing.</p> <p>3.2.5. Provider shall communicate with Court staff regarding transitional housing bed availability and wait lists on a monthly basis.</p> <p>3.3 FINANCIAL CONSEQUENCES Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>2.3.1 If housing does not meet the standards set by Rule 65-E-4.016, F.A.C., it will be considered a material breach of the obligation to provide transitional housing. The Court will refuse to reimburse invoices for transitional housing until the breach is cured, require Pinellas County to cancel its contract with Provider and find a new Provider, or both.</p> <p>2.3.2 Each instance that a staff member cannot be reached within 2 hours of a call will result in a \$25 assessment against the invoice reimbursement, up to a maximum of \$500 per day.</p>

		2.3.3 For each day that Provider is late with providing notification of termination or communication with Court staff regarding bed availability, \$25 will be deducted from the invoice reimbursement.
4.	Substance Abuse/Mental Health Screening Assessments	<p>4.1. DESCRIPTION Pinellas County will contract with a Provider who will provide the following Adult Drug Court assessment services:</p> <p>4.1.1. Monthly Assessments: Provider will perform (30–45 minute) assessments each month of drug court clients and prospective drug court clients who are not represented by private counsel. Assessments will be performed in person and at a Provider location for out-of-custody clients and at the Pinellas County Jail for in-custody clients.</p> <p>4.1.2. Assessment Tool: Provider will use an assessment tool that is evidence-based, looks at drug use severity, and identifies major mental health problems, motivation for treatment, and criminal thinking patterns.</p> <p>4.1.3. Staff Qualifications: Provider must demonstrate staff qualifications for the administration of the chosen instruments.</p> <p>4.1.4. Assessment Report: The assessment tool should produce a concise report that will help the Court determine proper treatment considerations, including recommended drug treatment level and recommended ancillary services.</p> <p>4.1.5. Hearing Appointment Slots: Provider must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments.</p> <p>4.1.6. Copayments: Copayments, or fees paid directly to the provider by the defendants to be assessed, can be proposed for each scheduled assessment appointment that is not cancelled with at least 48 hours notice. Copayments may be charged in advance of all out-of-custody assessments. Advance collection of copayments for defendants in custody may not be possible, and the Adult Drug Court will offer some assistance in collecting these copayments at later phases of drug court for all defendants remaining in drug court who have not yet remitted these copayments. However some copayments must be assumed to be uncollectible in pricing these services.</p> <p>4.1.7. Unspecified Services: Services not identified in this Agreement that will enable Pinellas County to more effectively meet the objectives stated in Paragraphs 2 and 3 of this Agreement. Submission of a justification document, a request and prior written approval from the Court's Project Manager are required for these services to be reimbursed under this Agreement.</p> <p>4.2. PERFORMANCE STANDARDS Pinellas County will incorporate the following performance standards into its agreement with Provider:</p> <p>4.2.1. Reports must be submitted within three weeks from the time of referral or seven days before the next scheduled court date, whichever is sooner. Reports should be electronically submitted to the drug court via secure connections, including direct submission through the drug court's web-based drug court case management system.</p> <p>4.3. FINANCIAL CONSEQUENCES Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard:</p> <p>4.3.1. If any assessment reports are not submitted within three weeks of referral or seven days before the next scheduled court date, whichever is sooner, \$50 will be reduced from the invoice reimbursement.</p>
5	Mentoring Services	<p>5.1. DESCRIPTION Pinellas County will contract with a Provider who will provide an adult mentoring service for male and female offenders. Mentoring will involve communication, be relationship-based, and will take on many forms such as traditional one-to-one, group/team mentoring, and peer-to-peer mentoring.</p> <p>5.2. PERFORMANCE STANDARDS Pinellas County's agreement with Provider will require Provider to incorporate best practices, guidelines, and evidence-based standards into mentor screening, eligibility, and training.</p>

		<p>5.3. FINANCIAL CONSEQUENCES Pinellas County's agreement with Provider will allow the Court to impose the following financial penalties on Provider if Provider does not meet the relevant performance standard.</p> <p>5.3.1 If any drug court client is not matched with a requested mentor within 2 weeks of referral, \$20 will be reduced from the invoice reimbursement for each subsequent day the client is not yet matched with a mentor.</p>
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SECTION B – SUPPORTING DOCUMENTS AND REPORTS		
ID #	TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINAICAL CONSEQUENCES
1.	Monthly Invoices	<p>1.1. DESCRIPTION Pinellas County will provide: A detailed invoice containing a budget and accounting of the revenues and expenditures associated with providing the programs and services detailed in this Agreement. This invoice must account for all funds disbursed to the Provider(s), including fund advances and monthly invoice disbursements, for the prior month and cumulative for the State Fiscal Year (July 1 through June 30) Final fiscal year invoices must be received by July 31st.</p> <p>1.2. PERFORMANCE STANDARDS Pinellas County will: Ensure a complete invoice is delivered in an electronic format to the Court's Grant Manager by the 20th calendar day after the end of each month.</p> <p>1.3. FINANCIAL CONSEQUENCES Failure to submit the invoice by the due date will result in a delay in reimbursement for expenditures. Failure to submit the invoice before the fiscal year-end deadlines will result in a cancellation of reimbursement for the un-invoiced expenditures.</p>

PART 3 – OTHER CONTRACT PROVISIONS

1. Payment of Invoices

The County will require that the treatment providers will provide documenting evidence that the providers have met the specific services listed in Part 2 of this Attachment. Each invoice submitted by the treatment providers will identify the specific services provided and the number of units of service provided. The specific services are as follows:

Outpatient Drug Court Treatment Services Level II

The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:

- a. Services will be offered in both north and south Pinellas County;
- b. Group counseling services will be available day and night;
- c. Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks;
- d. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- e. Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days;
- f. Random urine drug screenings or oral swab drug screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to forty (40) weeks thereafter on a frequency basis as ordered by the Court. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate;

- g. Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; and
- h. Counseling groups will be no larger than twenty (20) persons per group.

Outpatient Drug Court Treatment Services Level III

The following services will be provided to defendants and respondents within fourteen (14) days of receipt of Court referral:

- a. Services will be offered in both north and south Pinellas County;
- b. Group counseling services will be available day and night;
- c. Group counseling will be offered two (2) hours daily, twice weekly for a minimum of twelve (12) weeks;
- d. Screenings, assessments and subsequent recommendations, if any, will be provided to the Court;
- e. Individual treatment and discharge planning will be made within thirty (30) days of referral by the Court. Treatment evaluations will be made every thirty (30) days;
- f. Random urine drug screenings or oral swab drug screenings will be given on a random basis at least weekly for multiple drugs during the course of treatment and up to forty (40) weeks thereafter on a frequency basis as ordered by the Court;
- g. Consultation or referral arrangements will be made where psychiatric, medical or other social services are deemed appropriate;
- h. Participation by clients in community self-help groups such as NA or AA will be encouraged. Attendance at these meetings shall not, however, constitute part of the requirement for substance abuse counseling; and
- i. Counseling groups will be no larger than twenty (20) persons per group.

Non Secure Residential Drug Court Treatment Services

Part 1:

- a. Two (2) months of intensive drug treatment, wherein the participant remains at the facility twenty-four (24) hours per day;
- b. At least ten (10) hours of treatment per week; and
- c. At least one (1) individual and three (3) group counseling sessions per week.

Part 2:

- d. Four (4) months of employment/re-entry treatment and training where the participant resides at the facility. The participant must leave the facility for full-time employment, but is required to return each evening for additional services;
- e. At least six (6) hours of treatment per week; and
- f. At least one (1) individual counseling session and two (2) group sessions per week.

Throughout the six (6) month program:

- g. Frequent random drug testing using either urine drug screenings or oral swab screens at a minimum of once a week for multiple drugs during the course of treatment, and up to twenty-six weeks thereafter on a frequency basis as ordered by the Court;
- h. Provide consultation or referral arrangements for any mental health, medical or other social service needs, as deemed appropriate;
- i. Provide means of transportation to bring offenders to Court as needed;

Transitional Housing

Treatment Provider will provide transitional housing to eligible prison-diverted Drug Court defendants.

- a. Staff is to be on call twenty-four (24) hours per day, seven (7) days per week.
- b. Staff must be onsite and have contact with each participant at least once per week. Multiple visits may be required until all residents are contacted.
- c. Program staff will conduct face-to-face visits with eligible adult Drug Court defendants for screening/assessment, coordination of services, client registration and follow-up;
- d. Program staff will coordinate services with Non-Adjudicatory Adult Drug Court Expansion partners to meet the needs of participating Drug Court defendants throughout Pinellas County, Florida;
- e. Client-related data and status information will be provided in a manner and in a format as required by the Court. This format may include electronic data submission meeting court-determined specifications;
- f. Provider shall notify Adult Drug Court of service termination no later than the next drug court judicial review hearing; and
- g. Frequent communication with Court staff regarding transitional housing bed availability and wait lists.

Substance Abuse/Mental Health Screening Assessments

- a. Perform thirty (30) to fifty (50) short (30-40 minute) assessments per month of Drug Court clients and prospective Drug Court clients who are not represented by private counsel;
- b. Assessments will be performed in person for out-of-custody clients at a provider location or in-custody at the Pinellas County Jail (proper security clearance for access to the jail required);
- c. Assessment tool must be an evidence-based tool which looks at drug use severity and identifies major mental health problems, motivation for treatment, and criminal thinking patterns;
- d. Provider must demonstrate staff qualifications for the administration of the chosen instruments. Please provide with your proposal a list of relevant qualifications for all staff members who will administer the tool;
- e. The assessment tool should produce a concise report that will help the Court determine proper treatment considerations, including recommended drug treatment level and recommended ancillary services;
- f. Reports will be electronically submitted to the Drug Court via secure connections, which can include direct submission through the Drug Court's web-based Drug Court case management system;
- g. Reports must be timely submitted three (3) weeks from time of referral or seven (7) days prior to the next scheduled court date, whichever is sooner;
- h. Provider must provide available appointment slots for arraignment/pretrial hearings so that defendants can be assigned assessment appointments;
- i. Copayments, or fees paid directly to the provider by the defendants to be assessed can be proposed for each scheduled assessment appointment that is not cancelled with at least forty-eight (48) hour notice.
- j. Copayments may be charged in advance of all out-of-custody assessments. Advance collection of copayments for defendants in custody may not be possible, and the Adult Drug Court will offer some assistance in collecting these copayments at later phases of Drug Court for all defendants remaining in Drug Court who have not yet remitted these copayments. However, some copayments must be assumed to be uncollectible in pricing these services.

Mentoring Services

Provide an adult mentoring service for successful re-entry into the community, serving about twenty-five (25) male and female offenders each year. Mentoring will involve communication and be relationship-based and will take on many forms such as traditional one-to-one, group/team mentoring and peer-to-peer mentoring. Mentor screening, eligibility and training must incorporate best practices, guidelines and evidence-based standards

- 2. Services to be provided at a fixed-unit rate as determined by the rate set by the treatment provider proposal are as follows:**
 - a. Outpatient Drug Court Treatment Counseling Sessions (estimated 900 counseling sessions and 450 post treatment drug screenings)
 - b. Non-secure Residential Drug Court Treatment Services (estimated 6850 bed days and 250 post treatment drug screenings)
 - c. Transitional Housing (estimated 2800 bed days)
 - d. Substance Abuse/Mental Health Screening Assessments (estimated 90 assessments)

- 3. Mentoring services will be delivered at the flat rate as set by the treatment provider proposal.**

- 4. Invoices submitted without sufficient documenting evidence that the services were provided will be reduced in the following manner.** Notice of this plan for reduction will be included in the solicitation documents.
 - a. Housing that does not meet the standards set by Rule 65D-30, Florida Statutes, will be considered a material breach of the obligation to provide residential treatment services. The County may refuse to pay any invoices for the residential treatment services that do not meet the standards until the breach is cured, cancel the contract with the Provider and find a new provider, or both.
 - b. If Provider does not timely notify the Adult Drug Court of any of the events for which notice is required herein, the invoice reimbursement may be reduced by \$25.00 for each day notification is late.
 - c. If Provider fails to make a required Court appearance, the invoice reimbursement may be reduced by \$25.00 for each appearance missed.
 - d. If client-related data and status information is not available in the required format, the invoice reimbursement may be reduced by \$25.00 for each day data is unavailable.
 - e. If Provider does not timely provide a weekly report to the Court on treatment availability, the invoice reimbursement may be reduced by \$50.00 for each missed report.
 - f. For Outpatient Drug Court Treatment Services: outpatient and medical services appointments not scheduled within seven (7) business days of the completion of the individual treatment plan may result in a reduction in the amount equal to \$25.00 for each Provider not scheduled from the invoice reimbursement.
 - g. For Transitional Housing: each instance that a staff member cannot be reached within two (2) hours of a call may result in a \$25.00 assessment against the invoice reimbursement, up to a maximum of \$500.00 per day.
 - h. For Transitional Housing: each day that Provider is late providing notification of termination or communication with Court staff regarding bed availability, \$25.00 may be deducted from the invoice reimbursement.
 - i. For Mental Health/Substance Abuse Assessments: If any assessment reports are not submitted within three (3) weeks of referral or seven (7) days before the next scheduled Court date, whichever is sooner, \$50.00 may be reduced from the invoice reimbursement.

Appendix B

Adult Post-Adjudicatory Drug Court Expansion Program Project Expenditure Report SUMMARY STATEMENT OF COSTS

Circuit:	County:	Report #:	Period:
Contractor:			
Address:		Project Title: Adult Post-Adjudicatory Drug Court Expansion Program	
Phone:			
Budget Category	Category Total	This report should only include contractor payments made in accordance with the terms of the approved Contractual Services Agreement.	
Salaries and Benefits	\$0.00		
Contractual Services	\$0.00	<input type="checkbox"/> Charge to Cash Advance	
Expenses	\$0.00	Advance Received:	
Operating Capital Outlay	\$0.00	Previous Amount Applied to Advance:	
Administrative Costs	\$0.00	Current Amount Applied to Advance:	
Total Claim Amount	\$0.00	Advance Balance:	
I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.			
Date:	Signed: _____ Contractor Chief Financial Officer or Designated Representative		
	Print name of Contractor Chief Financial Officer or Designated Representative		
Date:	Signed: _____ Trial Court Administrator or Designated Representative		
	Print name of Trial Court Administrator or Designated Representative		

Appendix B

SALARY & BENEFITS

Name of Employee:	Employee Title:	
Project Title: Adult Post-Adjudicatory Drug Court Expansion Program		
Type of Work Performed on Project:		
Number of Clients Served:		
	Regular Pay	Overtime Pay
Total Hours Worked	0.0	
Hours Worked on Project	0.0	0.0
Gross Salary for Pay Period	\$0.00	
Gross Overtime Pay for Period		\$0.00
Charges To Project	\$0.00	\$0.00
Health Insurance	\$0.00	
Life Insurance	\$0.00	
Retirement	\$0.00	
FICA	\$0.00	
Others	\$0.00	
Others Description		
Total Benefits Paid this Period	\$0.00	\$0.00
Total Benefits Charged to Project	\$0.00	\$0.00
Total Charges to Project	\$0.00	\$0.00

Appendix B

DETAILS OF OTHER PERSONAL/CONTRACTUAL SERVICES (OPS)

Circuit:	County:	Contract #:	Report #:	Period:
Project Title: Adult Post-Adjudicatory Drug Court Expansion Program				Phone#:
Vendor	Description of Services Provided (provide unit cost and number of clients served, if applicable)		Amount	
Subtotal			\$0.00	

